

Town of Marcellus
Workshop Meeting
Wednesday, June 21, 2023
6:30 PM

Call to Order

Salute to Flag

1. Approve Monthly Financials

OLD BUSINESS

1. Introduction Resolution – Fire Fighters Tax Credit
2. Increase in Deputy Town Clerk’s Hours

NEW BUSINESS

1. Letter of Support – Otisco Lake Drinking Water Protection Plan
2. Agreement with County – Community Development Grant
3. Testing Back Flow prevention device

DISCUSSION AGENDA

Future Meeting Dates:

Town Board Meeting – Wednesday, July 5, 2023 - 6:30 pm – Town Hall

Planning Board/Zoning Board Meeting – Thursday, July 6, 2023 – 6:30 pm – Town Hall

Workshop Meeting – Wednesday, July 19, 2023 – 6:30 pm – Town Hall

*****Town Offices will be closed on Tuesday, July 4, 2023*****

**TOWN BOARD RESOLUTION
INTRODUCING LOCAL LAW A-2023
TOWN OF MARCELLUS**

At a regular meeting of the Town Board of the Town of Marcellus, held at the Town Hall, 22 East Main Street, in said Town, County of Onondaga, State of New York, on June 7, 2023, at 6:30 P.M., there were:

PRESENT:	Karen Pollard	Town Supervisor
	Jamie Curtin	Councilor
	Gabe Hood	Councilor
	Terry Hoey	Councilor
	Laurie Stevens	Councilor

WHEREAS, Councilor _____ introduced proposed Local Law No. A-2023, “A Local Law Amending Chapter 212 of the Code of the Town of Marcellus Enacting A Property Tax Exemption For Volunteer Firefighters and Volunteer Ambulance Workers Pursuant to Real Property Tax Law § 466-A,” and made the following motion, which was seconded by Councilor _____:

WHEREAS, proposed Local Law A-2023 has been introduced and will be considered for enactment pursuant to the provisions of the Municipal Home Rule Law and Town Law; and

WHEREAS, Volume 6 N.Y.C.R.R., Section 617 of the Regulations relating to Article 8 of the New York State Environmental Conservation Law, requires that as early as possible an involved agency shall make a determination whether a given action is subject to the aforementioned law; and

WHEREAS, no other agency has the legal authority or jurisdiction to approve or directly undertake the enactment of a local law in the Town of Marcellus, such that there are no other involved agencies within the meaning of the New York State Environmental Quality Review Act (SEQR) with respect to the proposed enactment of said Local Law.

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED that there are no other involved agencies, the Town Board shall act as lead agency, and that the enactment of this Local Law is an Unlisted action and, as a local law reducing a real property tax exemption, will have no significant effect on the environment, thus concluding environmental review under SEQR; and be it further

RESOLVED AND DETERMINED, that the Town Board shall conduct a public hearing as to the enactment of proposed Local Law No. A-2023 at the Town Hall located at 22 East Main Street in the Town of Marcellus on July 5, 2023, at 6:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard, at which time all persons interested in the subject shall be heard; and it is further

RESOLVED AND DETERMINED, that notice of said public hearing shall be provided at least five (5) days prior to the date of said public hearing in a newspaper of general circulation

within the Town of Marcellus.

The question of the adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

VOTE:	Karen Pollard	Town Supervisor	Yes/No
	Jamie Curtin	Councilor	Yes/No
	Gabe Hood	Councilor	Yes/No
	Terry Hoey	Councilor	Yes/No
	Laurie Stevens	Councilor	Yes/No

The foregoing resolution was thereupon declared duly adopted.

DATED: June 7, 2023

**TOWN OF MARCELLUS
LOCAL LAW NO. A OF 2023**

**A LOCAL LAW AMENDING CHAPTER 212 OF THE CODE OF THE TOWN OF
MARCELLUS ENACTING A PROPERTY TAX EXEMPTION FOR VOLUNTEER
FIREFIGHTERS AND VOLUNTEER AMBULANCE WORKERS PURSUANT TO
REAL PROPERTY TAX LAW § 466-A**

Be it enacted by the Town of Marcellus Town Board, as follows:

SECTION 1.

So that a new Article VIII of Chapter 212 of the Code of the Town of Marcellus, titled “Volunteer Firefighters and Ambulance Workers Exemption,” is hereby enacted pursuant to Real Property Tax Law Section 466-a, which shall read in its entirety as follows:

“§ 212-24 Legislative Intent.

It is the intent of the Town Board of the Town of Marcellus to provide a real property tax exemption to qualifying volunteer firefighters and volunteer ambulance workers as set forth in Real Property Tax Law § 466-a.

§ 212-25 Authority.

Real Property Tax Law § 466-a authorizes the Town Board to adopt a local law providing a real property tax exemption of up to ten percent of the assessed value of real property owned by the qualifying volunteer firefighters and ambulance workers.

§ 212-26 Grant of exemption.

An exemption of 10% of assessed value of property owned by an enrolled member as set forth below, or such enrolled member and their spouse, is hereby granted from taxation with respect to the real property taxes of the Town of Marcellus as long as eligibility requirements are met.

§ 212-27 Eligibility requirements.

Such exemption shall be granted to an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service provided that:

- A. The property is owned by the volunteer firefighter or volunteer ambulance worker;
- B. The property is the primary residence of the volunteer firefighter or volunteer ambulance worker;
- C. The property is used exclusively for residential purposes;
- D. The volunteer firefighter or volunteer ambulance worker resides in the Town of Marcellus and the Town of Marcellus is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;

E. The volunteer firefighter or volunteer ambulance worker is certified by the authority having jurisdiction as an enrolled member of such an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; and

F. The volunteer firefighter or volunteer ambulance worker meets the minimum service requirement established by the Town of Marcellus, which is hereby established as three (3) years.

§ 212-28 Application.

A volunteer firefighter or volunteer ambulance worker must annually, on or before the applicable taxable status date, file an application for such property tax exemption with the assessor responsible for preparing the assessment roll for the Town of Marcellus, on a form as prescribed by the New York State Commissioner of Taxation and Finance. The Town of Marcellus must maintain written guidelines, available upon request, as to the requirements of an enrolled volunteer member relating to this exemption.

§ 212-29 Certification.

The Town of Marcellus Town Board must annually file with the Town Assessor, prior to the applicable taxable status date, a list of the active volunteer members who are certified to meet the minimum service requirement. Such list must provide, as of the applicable taxable status date, the number of years of service served by each such enrolled member and such enrolled member's address of residence.

§ 212-30 No diminution of benefits.

An applicant who is receiving any benefit pursuant to Article 4 of the Real Property Tax Law as of the effective date of this Article shall not have any of those benefits diminished because of this Article.

§ 212-31 Grant of lifetime exemption.

Any eligible enrolled member who accrues more than 20 years of active volunteer service (as certified by the authority having jurisdiction) shall be granted the 10% exemption as authorized by this Article for the remainder of his or her life as long as his or her primary residence is located within the Town of Marcellus.

§ 212-32 Un-remarried spouse of enrolled member killed in the line of duty.

The un-remarried surviving spouse of a deceased enrolled member killed in the line of duty, as certified by the authority having jurisdiction, is qualified to continue to receive an exemption, as long as the deceased volunteer had been an enrolled member for at least five years and had been receiving the exemption at the time of his or her death.

§ 212-33 Un-remarried spouse of deceased enrolled member.

The un-remarried surviving spouse of a deceased enrolled member, as certified by the authority having jurisdiction, is qualified to continue to receive an exemption, as long as the

deceased volunteer had been an enrolled member for at least 20 years and the deceased volunteer and un-remarried spouse had been receiving the exemption at the time of his or her death.”

SECTION 2. **Validity and Severability.**

If any clause, sentence, paragraph, section, or part of this Local Law is declared by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to said clause, sentence, paragraph, section or part of this Local Law.

SECTION 3. **Effective Date.**

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Municipal Home Rule Law Section 27.

Supervisor
Karen Pollard

Councillors
Jamie Curtin
Terry Hoey
Gabe Hood
Laurie Stevens



Town Clerk
Sandy Taylor

Tax Collector
Elaine Potter

Highway Superintendent
Donald MacLachlan

MARCELLUS

New York

June 21, 2023

NYS Department of State
99 Washington Avenue, Suite 1010
Albany, NY 12231

I am providing this letter of support for Onondaga County's application to the New York State Department of State's Local Waterfront Revitalization Program. The grant funding will be used to develop an Otisco Lake Nine-Element Watershed Plan in compliance with the U.S. Environmental Protection Agency's guidance for Nine-Element Plans ((EPs). The 9EP process requires a detailed assessment of the location, sources, and mitigation opportunities for nonpoint source pollution. This work will provide the basis for on-going water quality management efforts in Otisco Lake and its tributaries by reducing nonpoint source nutrient and sediment loading throughout watershed.

Development of a (EP for Otisco Lake will build from existing planning and provide a road map to protect a waterbody that is the drinking water source for 17 towns in CNY. This project will use land use modeling to identify current pollutant loading rates and sources, pollutant reduction goals and target levels, and priority sub watersheds where best management practices should be implemented to achieve water quality goals and protect the health of the lake. Our primary focus in this process is on in-stream contributions of sediment to the lake, management of near-shore lawns, septic system operation and maintenance, and road-deicing products and application rates. Measurable goals will be established for assessing the success of recommended pollutant reduction goals over time and a Quality Assurance Project Plan will be developed to comply with requirements established by the NYS Department of Environmental Conservation and the New York State Department of State.

Science- based watershed planning is increasingly required to be competitive for federal and state water quality funding opportunities. The Otisco Lake Watershed 9EP will hopefully serve as an important tool for securing additional funding to continue to implement water quality improvement projects throughout the three-county watershed. By providing a science-based foundation for water quality and on-going watershed-wide improvements that supports recreation, tourism, business and agriculture, the proposed plan also advances the economic goals identified in the CNY Regional Sustainability Plan.

I support this initiative and intend for either myself or a representative on my behalf to be a member of the Otisco Lake Watershed 9EP Project Advisory Council. Thank you for your evaluation of this water quality planning project.

Sincerely

Karen Pollard
Supervisor, Town of Marcellus

DEPARTMENT: Community Development

CONTRACT NO. 5389

The County of Onondaga (County) and Town of Marcellus (Contractor) at 24 East Main street, Marcellus, New York 13108, have entered into this agreement ("Agreement") and hereby agree:

Whereas, the Onondaga County Legislature has expressed its support, on a long term basis, the Main Street Project throughout Onondaga County as the efficiency of town/village infrastructure is inextricably linked to the County's potential for economic development;

Whereas, the Onondaga County Legislature has committed funds for use in connection with the County's goal of improving town and village infrastructure County-wide;

Whereas, infrastructure improvement proposals have been solicited from towns and villages by the County;

Whereas, such proposals have been reviewed and evaluated by a select County review committee;

Whereas, said select County review committee has identified those proposals most deserving of funding;

Whereas, the Contractor shall retain information and documentation necessary to demonstrate: its proposal has undergone the requisite review for compliance with the State Environmental Quality Review Act; and its proposal has been subject to the appropriate programmatic review;

Now Therefore, the County and the Contractor, based on the exchange of consideration which both parties deem sufficient, wish to enter into this Agreement pursuant to the terms and conditions set forth below:

STANDARD TERMS AND CONDITIONS

County's Standard Terms and Condition, attached hereto as **Exhibit A**, are hereby incorporated within and made a part of this Agreement, where such provisions include, among other things, obligations regarding defense, indemnification, together with an obligation to avoid conflicts of interest and provisions regarding early termination.

In the event of a conflict between the provisions of **Exhibit A** and the terms and conditions of this Agreement, this Agreement shall control.

County and Contractor agree that the following changes are to be made to County's Standard Terms and Conditions:

If Contractor is self-insured, Contractor may satisfy the general liability insurance requirements provided herein, by providing evidence in a form acceptable to the County's Division of Risk Management, that Contractor is a self-insured municipality with sufficient reserves to underwrite the insurance requirement. Further, Contractor shall cause any insurance provided by its contractors working on, maintaining, preserving, repairing and/or keeping the Project in good working order to also name Contractor as an additional insured. Contractor agreed to require its contractor(s) to provide a Comprehensive General Liability Insurance policy naming Contractor as an additional insured with minimum limits of not less than one million dollars (\$1,000,000.00) combined single limit for Bodily Injury and Property Damage. In addition, Contractor shall require its contractors to maintain workers compensation insurance and disability coverage, consistent with applicable law.

PROJECT SCOPE-USE OF GRANT FUNDS

This project includes new siding and roofing on Moondance in Marcellus. The town has committed \$9,875.00 for a total investment of \$39,500.00. In the event of a conflict between the provisions of Exhibits and the terms and conditions of this Agreement, this Agreement shall control.

The grant funding shall be for an amount not to exceed \$29,625.00, to be paid on a schedule specified in purchase orders issued by the County ("Grant Funds"). By accepting this Grant Funds from the County, Contractor agrees to use such funds in a manner consistent with this Agreement and only for those items specified within the Project. Contractor shall not spend the Grant Funds on anything other than the items described within the Project without prior written consent from the County, which consent may be given through the issuance of a notice to proceed (purchase order).

Contractor shall report directly to Martin Skahen, the Director of Community Development who is hereby designated as the point of contact to act on County's behalf in directing and reviewing Contractor's services.

Contractor shall maintain sufficient documentation to reasonably support the use of Grant Funds, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request. ~~County reserves the right to determine the sufficiency of such documentation.~~

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by the County's designated point of contact.

TERM

The term of this Agreement shall commence on February 1, 2023 and shall expire on December 31, 2026, unless terminated earlier.

PURCHASE ORDERS (NOTICE TO PROCEED)

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under this Agreement until and unless County issues a purchase order to Contractor for specific work (describing a phase, task, or deliverable). The purchase order constitutes notice to proceed. Contractor shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted. One or more purchase orders may be needed to accomplish the work schedule set forth herein above.

Under this Agreement, work may be phased or otherwise delivered at specific times in connections with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event that Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

Further, no purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein above. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction and County written consent.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

Each purchase order incorporates within it a set of terms and conditions, which terms and conditions are available at the Onondaga County Division of Purchase website (ongov.net/purchase/) and within the Supplier Portal. Such terms and conditions may be updated and revised from time to time. Any purchase order incorporates within it this Agreement, being the contract against which it is drawn.

GRANT FUNDS-PAYMENT/REPAYMENT

County hereby agrees to pay Contractor the Grant Funds provided herein, consistent with issued purchase orders. The Grant Funds are to be paid as reimbursement for actual amounts documented eligible expenses spent by Contractor, billed against the maximum amounts authorized within such purchase orders and as detailed within the Project. The amounts paid to Contractor shall be in full and final satisfaction of all goods and services provided by Contractor under this Agreement.

Contractor shall provide County with invoices, referencing the purchase order number and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed.

~~Contractor shall make available at any time for examination by the County Chief Fiscal Officer its books, records, paper and other relevant data pertaining to the Project Funds. Contractor further agreed to submit a financial report to the County within thirty (30) days after the termination of this Agreement covering the use of all Grant Funds received by Contractor. Said report must clearly and accurately verify the manner in which funds received from this Agreement were actually disbursed. Such report shall further cover the achievement of the program goals, objectives and activities and how these were managed and their result.~~

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Contractor hereby agreed that it will obtain at its own expense all licenses, permits, or approvals associated with the Project performed under this agreement. Further, Contractor agrees to conduct an analysis of the potential environmental impacts of the project to be supported by the Project Funds, consistent with New York State Environmental Quality Review Act (SEQRA).

After the termination of this Agreement, in the event that Contractor shall have in its possession surplus Grant Funds not actually spent in furtherance of the Project or not supported by sufficient documentation, County may elect to have Contractor pay to County an amount equal to such surplus Grant Funds. Contractor shall be obligated to promptly remit to the County any such fund on demand. The obligation to repay shall survive the termination of this Agreement.

Parties acknowledge that the Grant Funds to be paid herein may only be a portion of the total funding needed to accomplish the Project. County shall bear no responsibility for payment of costs in excess of the amount stated herein.

EXHIBITS

All Exhibits attached hereto are incorporated herein.

Exhibit A: County's Standard Terms and Conditions

NOTICES

If to County:
John H. Mulroy Civic Center
Attn: Law Department
421 Montgomery Street
Syracuse, New York 13202

With a copy to:

Martin Skahen, Director
Office of Community Development
421 Montgomery Street, 11th Floor
Syracuse, New York 13202
(315)435-3558

If to Contractor:

Karen Pollard, Supervisor
Town of Marcellus
24 East Main Street
Marcellus, New York 13108

(signature page follows)



200 NORTHERN CONCOURSE
P.O. BOX 4949
SYRACUSE, NY 13221-4949

Central New York's Water Authority

PHONE: (315) 455-7061
FAX: (315) 455-6578

June 14, 2023

Marcellus Town Hall
24 East Main St.
Marcellus, NY 13108

RECEIVED

JUN 15 2023

Town of Marcellus

IMPORTANT NOTICE

Re: Marcellus Town Hall
22-24 E. Main St. (V) Marcellus

VCC# OCWA605962/1; Fire Service – No test recorded. Device should be a 4" Ames Deringer 30 Double Check Detector Assembly (DCDA).

VCC# OCWA605961/1; Domestic Service – Last test recorded 12/01/2021.
Domestic service is tapped off the Fire Service. Device should be 2" Watts LF909M1QT Reduced Pressure Zone (RPZ) assembly.

Dear Customer:

Our records indicate that your back flow prevention device(s) is due for annual testing as soon as possible.

Testing must be performed in accordance with New York State Department of Health (NYSDOH) rules and regulations.

Your certified tester is required to use the VEPO CrossConnex Number(s) listed above to submit your test report through the VEPO CrossConnex App. Your certified tester is required to take a clear photo of **each** device serial number and record the location.

We appreciate your support to help us ensure the safety of OCWA's drinking water for all our customers.

Please visit our website at www.OCWA.org/bfp for more information or contact OCWA's BFP Program directly at 315.671-0396 ext. 3139 with any questions.

Very truly yours,
OCWA